



**CUPERTINO**

**CITY OF CUPERTINO, CALIFORNIA**  
REQUEST FOR PROPOSALS

Citywide Parks, Open Space, and  
Recreation Master Plan

Issued:  
June 22, 2015

Requested by:  
City of Cupertino  
Department of Recreation and Community Services  
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Cupertino, California 95014  
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Proposals due by:  
July 20, 2015 at 5:00 P.M.

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## I. INTRODUCTION

### **Solicitation**

The City of Cupertino, hereinafter referred to as “the City”, is requesting proposals from qualified consultants to prepare a comprehensive Parks, Open Space, and Recreation Master Plan (the Plan). The City seeks a master plan document that is concise, user friendly and supports the health and vibrancy of the city's parks and recreation programs.

The purpose of the Plan is to create a clear set of goals, policies, and objectives that will provide direction to City staff, the Parks and Recreation Commission (PRC), the Planning Commission and the City Council for development, re-development, expansion and enhancement of the City's parks system, trails, open space, recreation facilities, and recreation programs and services.

The City seeks to determine how to best meet the future parks, trails, open space, and recreation needs of its citizens through building upon, expanding, or enhancing the existing infrastructure and programming. The Plan would create a roadmap for the City to establish goals and priorities for the next fifteen years or more.

The main objectives of the process, from data gathering to the completion of the Plan itself, shall be to identify the values of the community, create a City-wide vision for parks, infrastructure, and recreation, and establish a strategic direction for delivery of programs. This Master Plan will support the Recreation, Parks and Community Services element of the City's General Plan, known as Community Vision 2040.

Specific items to address in the study, include but are not limited to:

Park Analysis/Assessment Study – Analyze and assess the current conditions of all of the City's parks, including but not limited to the Sports Center [includes a teen center], Senior Center, Quinlan Community Center, and Monta Vista Recreation Center. Become familiar with the previous and updated 2015 master plan recommendations for lands and facilities within the Stevens Creek corridor, including the 9-hole golf course, the Stocklmeir site, Blackberry Farm Park picnic/swim facility, McClellan Ranch Preserve, McClellan Ranch West, and associated lands. Include properties that have been acquired for park/open space use in Stevens Creek Corridor but whose redevelopment is pending (22050 Stevens Creek Blvd.; 22241 McClellan Road e.g.). Include property within Cupertino owned by Santa Clara Valley Water District that serves a park/open space function or is addressed by a joint use agreement. Include school district properties where the City has a joint use agreement for the afterschool and weekend use of school sport fields or facilities and evaluate sunset dates. Include current and proposed trail systems within the City and its perimeter (such as Stevens Creek Trail, Mary Avenue/Don Burnett trail, Saratoga Creek Trail, UPRR Trail). Include public park space that is privately maintained (Cali Mill Plaza, Sandra James Park, Main

Street Park e.g.) including sites selectively available to the public. Separately inventory Santa Clara County and Midpeninsula Regional Open Space District park lands that lie within or are contiguous to City limits.

1. Recreation Program and Services Analysis/Assessment Study - Analyze and assess the current recreation programs and services provided by the city, and identify opportunities and unmet needs for current and future recreation programs and services. The evaluation is intended to be needs-driven and customer-driven.

Evaluate current major recreation programs and services provided by other entities within or adjacent to Cupertino, with particular emphasis on new or expanded opportunities for collaboration. Such entities may include the local school districts, YMCA, Rancho Rinconada, swimming pool and tennis providers, and trail systems that connect or are planned to connect to Cupertino.

2. Demographic Analysis Study - Review and interpret demographic trends and characteristics of Cupertino using available statistics and information. Utilize the demographic information including anticipated population size, age, and characteristics to project future park, trails, and recreational needs.
3. Community Needs Study - Determine the community's interests and needs for enhancements to the parks and recreation system through community meetings/outreach and surveys (i.e., sport courts, athletic fields, community gardens, trails, outdoor/environmental programs, aquatic facilities, child care/after school/summer camps, enrichment/lifelong learning, fitness, wellness programs, etc).
4. Capital Improvement Study - Identify and prioritize important capital issues and projects to consider to be incorporated into a short term , medium-term and the long term capital improvement program time table. Develop criteria to form prioritization strategy. Capital needs may include parks, buildings, infrastructure, significant facilities or equipment. Acquisition of new/additional parkland is to be addressed.
5. Costs and Funding Sources Study - Identify probable construction costs; operations/ maintenance costs; and potential revenue and funding sources, including an evaluation of priorities for use of park dedication/in-lieu funds

## **Background**

The City of Cupertino (population 60,000) is located against the foothills of the Santa Cruz Mountains at the west end of Silicon Valley. Cupertino has one of the most diverse, progressive, and technologically savvy populations in Northern California, and is committed to being a model multicultural community. Cupertino is renowned as the headquarters of high-tech firm, Apple, Inc., and many other Silicon Valley companies. In the San Francisco Bay Area, Cupertino is known as a city with outstanding public schools, including top-ranked Foothill/De Anza College, and abundant open space preserves. The combination of

innovation, education and collaboration make Cupertino a desirable location for residents, businesses, and visitors alike.

The City currently has seventeen neighborhood parks, a sports/teen center, senior center, community center and the Stevens Creek corridor which includes a 9-hole golf course, the former Stockmeir homestead, Blackberry Farm picnic/swim facility and the McClellan Ranch Preserve. The City has a joint use agreement with the Cupertino Union School District (CUSD) for the afterschool and weekend use of ten school sport fields. In addition, Santa County Parks and the Midpeninsula Regional Open Space District operate park and open space sites within or adjacent to the City. Finally, the City has partnered with several developers for use of developer-provided urban parks.

## **II. PROPOSED SCOPE OF WORK**

The consultant will provide services to the City that will result in a comprehensive master plan that assesses current park space, recreation facilities and recreation programs and current and projected community needs to guide future programmatic decisions and capital improvement planning.

This RFP requests proposals to include several tasks as noted below. Fee proposal shall reflect this scope. Elsewhere in the proposal, Consultant is invited to comment upon this suggested scope and recommend modifications.

### **A. Work Plan**

Prior to embarking on the tasks to be performed under this Scope of Work, the consultant will meet with City Staff to finalize a detailed work schedule and identify all information to be provided by City Staff.

#### **Meetings**

- City Staff review meeting of scope and schedule

#### **Deliverables**

- Work Schedule updated periodically
- Updated Work Scope (if necessary)
- Identify relevant stakeholders

### **B. City Policy and Standards Review**

The Consultant shall assemble and review all existing City of Cupertino planning documents to ensure compatibility with the final Parks, Open Space, and Recreation Master Plan recommendations. The consultant shall also conduct a meeting with City Staff to review current park conditions, maintenance practices, as well as city standards

and policies, and to collect and utilize City staff's existing documentation regarding park infrastructure.

Consultant shall evaluate the City's existing Capital Improvement Program; Stevens Creek Corridor Master Plan [2006 document and new document in prep]; McClellan Ranch Master Plan Update 2012; General Plan/Community Vision 2040; Bicycle Transportation Plan 2011 and 2015 Update; South Vallco Connectivity Plan Dec. 2014; ADA Self Evaluation Transition Plan April 2015; and other applicable documents.

### **Meetings**

- City Staff Meetings – planning focus; recreation programs focus; public works focus including maintenance/infrastructure
- Staff meetings to review findings

### **Materials to be provided by City:**

- City General Plan/Community Vision 2040
- Park & Recreation Facility record documents as available and/or GIS base maps
- Recent Quarterly Recreation Brochures
- Trail Plans
- City standard details and specifications

### **Deliverables**

- Consultant shall provide a Draft and Final Report summarizing existing infrastructure; currently proposed or pending improvements; maintenance practices and policies.

## **C. Existing Parks, Open Space and Recreation Facilities and Programs Inventory/Analysis**

The consultant is to compile a comprehensive inventory and analysis of all parks, open spaces, trails, and programs and services offered by the existing recreation facilities. Consultant shall notify Public Works staff prior to site visits or site reviews throughout the process. The inventory should include an analysis of the user groups and times and types of usage for primary facilities. An analysis of the City's recreational programs is to be performed as part of this task to determine the level of recreational needs currently being met and to identify those recreational areas that are lacking or not being served in Cupertino. This task is also to include the review and identification of potential locations to improve and expand the City's recreational facilities as well as identifying potential revenue sources, operating and maintenance requirements. The inventory and analysis is to include (for each individual park, trail, open space and recreational facility):

- Location
- Size and Boundary
- Use – Neighborhood or Regional
- History as applicable – provided by City (past renovations)
- Current condition

- Facilities – inventory of all park and recreational facilities (playgrounds, play fields, ball courts, pools, gyms, trails, restroom, structures, parking capacity)
- Recreation programs – scheduled programs throughout the year (services provided by City)
- Compliance with ADA requirements (see 2015 citywide report)
- Constraints – Consultant to identify any features that compromise the full potential of the park
- Opportunities – Consultant to identify opportunities to expand or enhance recreational opportunities
- Operations and maintenance – Consultant to review with City and contracted maintenance staff, including issues related to current and projected operations and maintenance requirements
- Trail, park and recreational facility expansion – Consultant shall identify potential areas such as use of existing easements, future potential acquisitions from willing sellers, and city-owned land to create community parks and/or facilities, connect gaps in the existing trail network, and other opportunities to expand the park system including using existing city-owned or contracted land
- School facilities – Consultant to review school playfield facilities, potentially available court or swim facilities, and potential uses
- Evaluate opportunities to increase sustainability practices such as reducing turf, energy and water consumption, etc.

#### **Meetings**

- City Staff and maintenance review meetings
- Cupertino Union School District review meetings
- Fremont Union High School District review meetings

#### **Deliverables**

- Cupertino meeting agenda
- Existing Recreation Facilities and Programs Inventory/Analysis and Potential Venues draft and final report

### **D. Gather Input and Assess Community Needs**

This phase embarks on the community outreach process, to solicit community input to assist with determining how Cupertino parks, trails, open spaces and recreation facilities can better meet the needs of the community. The community outreach and public input process will be integral to the parks, trails and recreation master planning process. The consultant shall prepare a community outreach agenda and hold an anticipated five (5) community meetings and up to five (5) stakeholder meetings to gather input. Stakeholder groups are to be identified in collaboration with City staff. The method and approach proposed for the community and stakeholder meetings should be discussed in detail in the proposal. The proposal should also discuss methods of attracting appropriate community involvement in the process from park and recreation users who reside outside of Cupertino.

It is anticipated that much of this task will occur concurrently with Task C. The intention is that public outreach and stakeholder and community input will be secured early enough that it can help shape the analysis that is performed in Task C.

The consultant shall prepare a study session presentation with the City of Cupertino 's Parks and Recreation Commission to review policies, goals and objectives of the Parks, Open Space and Recreation Master Plan Project and to receive input and feedback from the Commissioners. The presentation should include the feedback and recommended priorities received from the community meetings. A sample community survey should be reviewed with the Commission at this time. A list of projects shall be developed with the community, stakeholders, the Commission and City Council that could be coordinated with the polling of the community for prioritization, and for potential community support of a future parks bond measure, if requested.

### **Meetings**

- City Staff review meetings including community meeting agenda and presentation
- (5) Community meetings
- (5) Stakeholders meetings
- (1) Parks and Recreation Commission presentation
- (1) Commission, Committee or other public meeting presentation
- (1) City Council presentation

### **Deliverables**

- Community Meeting Agendas
- Community Meeting Report-one for each meeting
- Stakeholders Meeting Agendas
- Stakeholders Meeting Report -one for each meeting
- Parks and Recreation Commission study session agenda & presentation
- Parks and Recreation Commission study session report
- Community Survey Sample for Parks and Recreation Commission Review
- Commission and Council presentations and reports

## **E. Draft Parks, Open Space and Recreation Master Plan Report**

The draft City Wide Parks, Open Space and Recreation Master Plan Report is to analyze all of the data from the previous tasks and synthesize that information into a comprehensive report. The consultant is to make recommendations which take into account the current and future needs related to parks, conditions of existing facilities, and cost of modifications in recommending how the current parks, trails, open space and recreational facilities and recreational programming should be maintained, modified or enhanced to serve short, medium and long range needs of the community. Cost



estimates shall be provided for all options. The recommendations and prioritization of recreational needs will be reviewed and discussed at a community meeting and with the Parks and Recreation Commission and with the Planning Commission. The consultant is to work with city staff and an advisory committee expected to be composed of key staff and elected/appointed officials in preparing the draft Master Plan Report. The report should include a matrix that summarizes the findings for each park, trail, open space and recreational facility and program, in a clear a concise format. For the Memorial Park/Quinlan Community Center/Senior Center/Sports Center area, the analysis and recommendations shall include a Concept Plan and layout for the property anticipated as more detail than a bubble diagram but not a completely detailed schematic design; parking shall be evaluated also. Consultant shall provide an alternative concept for a different level of use intensity and site modification. An administrative draft of each major chapter/section of the draft Master Plan shall be provided to city staff for review. The method and approach proposed for developing the draft master plan should be discussed in detail in the proposal.

### **Analysis Section**

The Report is to gather and summarize the analysis aspect of the Master Planning process. This Section is to include information from:

- Analysis, prioritization and assessment of the parks, trails, open space and recreational facilities and programs
- Development of matrices that assist in the prioritization and selection of short, medium and long term park, facility and programming improvements
- City staff input
- Demographic analysis
- Community meetings input
- Community survey
- Parks and Recreation Commission input

### **Development of Short, Medium and Long Term Projects and Programs**

The Report is to include the identification of short, medium and long term capital projects and recreation programs, including both standard renovations and installation of new facilities, and current programs and desirable future programs that span the next 15 or more years. Prioritization criteria shall be included to guide the strategy.

- Areas where outdated or underutilized facilities should be redeveloped
- New specialized facilities that should be considered
- New key facilities (aquatic center, teen center, gymnasium, play fields, etc.) that should be considered
- Playgrounds or facilities that do not conform with ADA standards (see 2015 report)
- New and expanded recreational programs and associated recommendations
- A timeline and budget to accomplish the goals of the Parks, Open Space and Recreation Master Plan

- Establish cost analysis including capital, operational and maintenance costs for all expansions and improvements that are recommended
- Potential revenue sources – Consultant to identify areas of potential revenue for park and open space facilities (note that a new citywide fee analysis is expected to be available by Dec. 2015)

### **Management and Implementation Section**

The report is to include a Management and Implementation section. This Section is to include:

- Goal, strategies, priorities and action items
- Identify areas of possible revenue generation
- Identify potential sources of funding
- Identify the responsible party or group for achieving the goals and objectives of the Master Plan
- Identify items that will require additional staff time for operation or maintenance
- Establish a time frame for accomplishing each task

### **Meetings**

- City Staff review of admin draft, public draft and final reports
- Community Meeting
- Stakeholders Meeting
- (1) additional public or stakeholder meeting TBD
- Parks and Recreation Commission Meeting
- Commission, Committee or other public meeting presentation TBD (Teen Commission, Bicycle Pedestrian Commission e.g.)
- Planning Commission Meeting or Council study session

### **Deliverables**

- Cost and funding sources draft and final study
- Capital improvement recommendations draft and final study
- Master Plan elements noted above
- Community Meeting Agenda
- Community Meeting Report- one for each meeting
- Stakeholders Meeting Agenda
- Stakeholders Meeting Report - one for each meeting
- Parks and Recreation Commission meeting agenda & presentation
- Parks and Recreation Commission meeting report
- Planning Commission meeting agenda & presentation
- Planning Commission
- Parks, Open Space and Recreation Draft Master Plan report

## **F. Park Site Master Plans**

The Consultant is to create an individual site master plan (conceptual design diagram of

proposed renovations/modifications) and a written summary for each individual park/facility. Each site plan and summary shall identify:

- New facility or amenities components and suggested location(s)
- Potential for expansion: Size or facilities
- Components to be removed if any
- Site improvements
- Parking needs, parking area sizes and capacity, and recommended circulation improvements if applicable
- Timing –Recommended approx. schedule of improvements/renovation over the next 15-plus years
- Cost analysis of operations, maintenance and capital improvements
- Operations and maintenance recommendations
- Sustainable upgrade recommendations
- Other items the consultant feels the City should consider

#### **Meetings**

- City Staff review of plans
- The meetings noted in Task E above may be scheduled to include review of the Park Site Master Plans of this Task F.

#### **Deliverables**

- Site Master Plans

### **G. Community Master Plan Review**

The Consultant is to present the Draft Master Plan Report and Site Master Plans to the community for feedback and input.

#### **Meetings**

- 2 Community meetings

#### **Deliverables**

- Community Meeting Agenda
- Community Meeting Report

### **H. City Commissions & Officials Review**

The Consultant is to present the Draft Master Plan Report and Park Master Plans to the City's Commissions and elected officials for input and feedback, anticipated to be in a study session format.

#### **Meetings**

- Parks and Recreation Commission (1 meeting)
- Commission meeting (1 meeting - Parks & Recreation Commission, Planning

- Commission or joint meeting) (Study Session)
- City Council (Study Session)

**Deliverables**

- Meeting Agenda & Presentations
- Meeting Summary Reports - one for each meeting

**I. Parks, Open Space and Recreation Master Plan**

Upon final comment by City bodies, commissions and the community, the consultant is to revise the Draft Master Plan Report and individual Park Site Plans to reflect the input received. This revised document shall be finalized as the Parks, Open Space and Recreation Master Plan. Upon its completion the consultant shall present the Master Plan to the Commissions for their review and recommendation and to City Council for approval.

**Meetings**

- Parks and Recreation Commission Approval (2 meetings maximum)
- Planning Commission (1 meeting)
- City Council – Approval of Plan

**Deliverables**

- Parks, Open Space and Recreation Master Plan (4 printed/bound copies; 1 unbound copy; 1 electronic copy in format acceptable to the City)

**III. QUALIFICATIONS**

The City of Cupertino will utilize a qualifications-based selection process in determining a consultant that will assist with this project. Consultants will be evaluated primarily on the experience, expertise and creativity in preparing park master plans as demonstrated to the selection team.

In addition, the City will review the selected consultant’s ability to meet schedules, coordinate effectively with other internal and external entities, work effectively with community groups, the ability to work within budget limitations and other factors.

### **A. Experience**

The selected firm must have specific experience in preparing park master plans for cities with similar characteristics to Cupertino in size, demographics and/or project scope. Substantiation shall be provided regarding the nature of services provided to the client cities or agencies. A comprehensive list of references of cities served shall be provided. Cite examples of qualifying projects with dates, contact persons, and scope of work performed. The submittal shall clearly state the number and type of services performed.

### **B. Staff Qualifications**

Staff assigned to complete the Scope of Services shall have relevant experience in providing the desired services as described under the Scope of Services. All personnel assigned to the work must possess appropriate certifications or registrations as required by State agencies, if any. Experience with master planning for multicultural settings, varied recreational facilities, cities that focus on a high level of service to residents, is highly desirable.

### **C. Contact Person**

The selected firm will be required to identify the person who will be the Project Manager and primary contact person who is authorized to assign the firm's staff to specific projects or tasks. Other staff or sub-contractors may be identified as the specialist in the specific areas or for specific tasks. These individuals shall, within reasonable limitations, be accessible to City staff during business hours. The City shall be notified in writing before a change of personnel occurs by the consultant. All such personnel changes must be approved by the City.

### **D. Organization and Staffing**

Proposing firms shall provide a description of the Project Manager, other key staff and sub-contractors, if any, and their relationship with City operations. Specifically show how the proposed organization and staffing will provide the City with the quantity and quality of service needed to meet the City's needs. Provide resumes for Project Manager and key staff to clearly demonstrate they possess the skill level and experience to accomplish the required tasks. Provide a chart, table or similar exhibit indicating the staff hierarchy and responsibilities as it would pertain to the scope of work in this document.

## **IV. GENERAL CONDITIONS**

1. The City of Cupertino shall not be liable for any pre-contractual expenses incurred by any consultant, nor shall any firm include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a qualification and negotiating any terms with the City.

2. The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the firm best qualified and responsive in the sole opinion of the City.
3. Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the right to postpone submittal opening for its own convenience and to reject any and all submittals responding to this Request for Proposals.
4. The selected firm must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims or actions brought against the City which result directly or indirectly from the performance of the contract.
5. The selected firm, shall at its own cost and expense, procure and maintain insurance as noted in the attached Sample Contract (Exhibit A).
6. The selected firm will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.
7. Consultant is required to have in full force and affect all licenses and permits required by all applicable laws. Consultant shall obtain a Cupertino Business License during the term of the contract.
8. Consultant, its agents, and employees shall comply with all laws, ordinances, rules and regulations of the Federal, State, Santa Clara County, the City of Cupertino and all governing bodies having jurisdiction applying to work done under the agreement.
9. The City reserves the right to negotiate special requirements and proposed service levels using the selected qualification as a basis. Compensation for services will be negotiated with the selected firm.
10. The selected firm shall not sublet any portion of the agreement with the City without express written permission of the Director of Recreation and Community Services or her designated representative.
11. The City reserves the right to review and approve the qualifications of subcontracting firms or persons. Substitutions, which are not approved, are considered sufficient grounds for termination of contract.

12. The City, or any of its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records or other records relating to employment. Such material, including all pertinent cost accounting, financial records and proprietary data, will be kept and maintained by the firm for a period in accordance with City's standard contract (see Exhibit A) unless the City's written permission is given to dispose of same prior to that time.
13. All responses to this Request for Proposals (RFP) shall become the property of the City of Cupertino and will be retained or disposed of accordingly.
14. No amendments, additions, or alternates shall be accepted after the submission date and time.
15. All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the City of Cupertino shall be the property of the City. Anything considered to be proprietary should be so designated by the firm.
16. Acceptance by the City of any qualification submitted pursuant to this Request for Proposals shall not constitute any implied intent to enter into a contract for services.
17. The City reserves the right to issue written notice to all participating firms of any change in the qualification submission schedule should the City determine, in its sole discretion, that such changes are appropriate.

Please see the City's standard contract agreement attached as Exhibit A, Sample Contract. Any issues with said contract must be addressed with the RFP submittal, in detail. Take special note of the Insurance requirements and Indemnification requirements. Be advised that City's contract language is standardized and deviations are not normally authorized.

## **V. SUBMITTAL FORMAT AND CONTENT**

The submittal should be typed and as brief as possible while adequately describing the qualifications of the firm. Succinct responses are encouraged. All proposals are to be submitted in a sealed package, clearly marked "RFP – Park, Open Space and Recreation Master Plan," submittal due date, the firm's name, address, telephone and fax numbers, and e-mail address of the principal contact. Only one submittal per firm will be considered.

The proposing firm shall submit the following information with the package, including the same information on subcontractors, in the following format:

## **A. Proposal Cover Letter**

The cover letter shall identify the firm's primary contact (include address, e-mail address and telephone number), responsible for all queries made during the intake and processing of the response. Identify the location of the office housing individuals assigned to provide services.

Provide the pertinent Federal Tax I.D. Number. If proposing joint venture partners and subcontractors, include company name(s), the types of services to be provided by each, and the primary contact for each. Include a statement that insurance will be provided in the amount and type noted in Exhibit A, and that the City standard contract language noted in Exhibit A is acceptable. Include a signed statement, by an officer of the firm with the authority to bind the firm in the event of a contract, attesting that all information submitted with the proposal are true and correct. The signed letter should also include a paragraph stating that the firm is unaware of any conflict of interest in performing the proposed work. If any actual or potential conflicts of interest exist, they must be disclosed at this time. Such conflicts may be detailed in a separate attachment, signed by a Principal or officer of the firm.

## **B. Table of Contents, Summary, Approach, Experience**

Include a table of contents in your proposal. Tabs or dividers between each section are encouraged.

### *1. Executive Summary*

Provide a summary of the significant information contained in the proposal. Highlight and summarize your qualifications and strengths that will single out your firm as the best firm to accomplish this project.

### *2. Understanding of and Approach to the Project*

- Provide a summary of your approach to the project.
- Discuss your understanding and approach to the challenges of this project.
- List the required information expected from the City by each major task.
- Indicate participation the firm will require from the City staff and consultants.
- Describe your approach to working effectively with stakeholders.
- Provide discussion regarding how an advisory committee can be most effective throughout the study period and times at which their input could be most useful.
- Describe your approach to effective interaction with community groups. Addressing input from neighborhood and stakeholder groups and presentations to the community will be required.



- Prepare a general work plan and schedule depicting timelines, staffing and major tasks in order to demonstrate ability to complete the scope of the work in a realistic time frame.
- Discuss revisions you would propose to the scope noted in Section II, and provide your reasoning for the recommended modifications. Your suggestions are invited.
- Include whatever other information you would like us to know about your firm which would relate to working with Cupertino on this assignment.

3. *Experience on Similar Projects*

Include a list of examples of the respondent's experience specifically related to the Scope of Services. It is desirable that examples shall be listed chronologically and the start and completion dates noted for each. For each listing, please include the name(s) and telephone number(s) of the respondent's project manager and the client's project manager, and mailing and email addresses if available. When listing prime and subcontractors, provide examples in the same manner described herein.

**C. Proposed Organization and Staffing**

This section shall identify the contact person with primary responsibility for this project, the personnel proposed to work on this project, and subconsultants. The persons listed will be considered committed to the project with no substitutions without prior agreement with the City. This portion should include a description of the qualifications of the assigned staff and subcontractors, relevant experience, and the availability of the staff for the services provided.

Resumes are to be provided for the Project Manager and any other key staff members as necessary. In firms with multiple offices, the office location of all key staff shall be identified. Resumes may be provided in an Appendix as desired. After selection of a firm by the City, no substitution of key staff or sub-contractors may occur without the written approval of the City.

**D. Fees**

Please submit the following information in a separate sealed envelope labeled "Fee Proposal" and labeled with your firm's name:

- Cost to implement Part II, 'Proposed Scope of Work' services.
- Please break down your fee proposal by Task as noted in Part II, Tasks A – I. Please note any suggested allowance for reimbursable expenses. Please separately identify services to be provided by subconsultants, if any. Firms may also provide, in addition, alternative rate or fee proposals such as retainers and specific fees or ranges. Examples of fee structures for similar client work would be helpful.

- Provide current rate sheets for applicable services including hourly rates for all levels of service.
- Please include a summary of your total costs in a table, list or matrix and by Task.

## VI. EVALUATION AND SELECTION PROCESS

### A. Selection Criteria

A review committee will evaluate all responses to this RFP that meet the submittal requirements. Consultants will be selected based on professional qualifications and demonstrated competence. Criteria for selection of the firm for this assignment are listed below, not necessarily in the order of importance.

- Prior experience performing similar work
- Range and success of experience in previous projects, especially projects of similar scope, including quality of work, success in meeting project deadlines, success in meeting project budget, and related criteria
- Qualifications of key staff persons who will carry out the project
- Understanding of the project and proposed work program for carrying out the assignment
- Any special knowledge material to the project and its execution
- Experience working with multiple stakeholders; ability to present concepts to groups with differing views and goals.
- Experience and quality of subconsultants, if subconsultants are used
- Ability to meet the City's schedule and budget for the project
- Organization and location of the firm
- Experience in Cupertino and/or the south San Francisco Bay area
- Ability to provide insurance in the required amount. See Exhibit C for information regarding insurance requirements.
- Completeness of proposal and adherence to requirements
- References and recommendations

### B. Submittal Selection Process

A selection team will review each proposal to determine if it meets the RFP requirements. Failure to respond to the criteria of the RFP may be cause for rejection. The selection team will

evaluate the qualification proposals submitted and rank the proposals. Based upon the evaluation, the City expects to invite one or more firms to an interview to clarify their proposal, project understanding and qualifications. It is critical that the designated lead contact from the prime and from any key subconsultants attend the interview. At the conclusion of such interview(s), or if a best-qualified firm is selected without the need for interviews, the City will undertake contract negotiations with the top-ranked firm. If negotiations with the top firm are unsuccessful, the City will initiate negotiations with the second-ranked firm, and with the next-ranked firm as needed. The selection process will be completed when a contract is agreed upon.

### **C. Submittal Schedule**

The solicitation, submittal of proposal, evaluation, and selection are expected to follow the schedule below. The schedule may vary at City's discretion.

|                        |                          |
|------------------------|--------------------------|
| Distribution           | June, 2015               |
| Deadline for Submittal | July 20, 2015, 5:00 P.M. |
| Submittal Evaluation   | July 21-24, 2015         |
| Interviews             | August 4-6, 2015         |
| City Council Approval  | August 18, 2015          |

### **D. Submittal Deadline**

Please submit five (5) hard copies and one (1) digital copy of the proposal via flash drive or compact disk, preferably in pdf format, no later than 5:00 p.m. on July 20, 2015 to:

City of Cupertino  
Department of Recreation and Community Services  
10300 Torre Avenue Cupertino, CA 95014  
Attn: Carol Atwood, Director of Recreation and Community Services

The respondent understands that incomplete submittals, incorrect information, or late submittals may be cause for disqualification. Copies received by e-mail shall be deemed as received, provided hard copies are received no later 5:00 p.m. on July 20, 2015. Postmarks will not be accepted.

### **E. Request for Additional Information**

If you have any questions regarding this RFP, please contact Gail Seeds, Department of Recreation and Community Services at 408-777-1334, or [gails@cupertino.org](mailto:gails@cupertino.org), or Liz Nunez, 408-777-3110, [lizn@cupertino.org](mailto:lizn@cupertino.org). Specific questions regarding the RFP contents should be sent via e-mail to facilitate the City's response.

## APPENDIX A SAMPLE AGREEMENT

### AGREEMENT BETWEEN THE CITY OF CUPERTINO AND \_\_\_\_\_ FOR CONSULTANT SERVICES FOR \_\_\_\_\_

THIS AGREEMENT, for reference dated \_\_\_\_\_, 20\_, is by and between CITY OF CUPERTINO, a municipal corporation (hereinafter referred to as "City"), and \_\_\_\_\_ a \_\_\_\_\_ (California corporation, partnership, sole proprietor, individual) whose address is \_\_\_\_\_ (hereinafter referred to as "Consultant"), and is made with reference to the following:

#### RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for \_\_\_\_\_ upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the date this agreement is executed and shall terminate on \_\_\_\_\_, 20\_, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A" entitled "Scope of Services" which is attached hereto and incorporated herein by this reference.

**3. SCHEDULE OF PERFORMANCE:**

The Services of Consultant are to be completed according to the schedule set out in Exhibit B, titled "Schedule of Performance ", which is attached hereto and incorporated herein by this reference.

**4. COMPENSATION TO CONSULTANT:**

The maximum compensation to be paid to Consultant under this agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The rate of payment is set out in Exhibit C, titled "Compensation", which is attached hereto and incorporated herein.

Consultant shall furnish to City a detailed statement of the work performed for compensation during the term of this Agreement. Consultant may submit monthly invoices for interim progress payments during the course of each phase, clearly stating as a minimum the total Contract amount, amount paid to date, percent complete and amount due.

**5. TIME IS OF THE ESSENCE:**

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

**6. STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of specially-trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

**7. INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

**8. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**9. NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**10. PROJECT COORDINATION**

CITY: Director of Recreation and Community Services shall be representative of City for all purposes under this Agreement. \_\_\_\_\_, is hereby designated as the Director of Recreation and Community Services designee and Project Manager, and shall supervise the progress and execution of this Agreement.

CONSULTANT: Consultant shall assign a single Consultant Project Manager to have overall responsibility for the progress and execution of this Agreement for Consultant. Should circumstances or conditions subsequent to the execution of the Agreement require a substitute Consultant Project Manager for any reason, the Consultant Project Manager designee shall be subject to the prior written acceptance and approval of the City Project Manager. The designated Consultant Project Manager shall be \_\_\_\_\_.

**11. HOLD HARMLESS:**

A. Indemnity Obligations Subject to Civil Code Section 2782.8.

1. Where the law establishes a standard of care for Consultant's professional services, and to the extent the Consultant breaches or fails to meet such established standard of care, or is alleged to have breached or failed to meet such standard of care, Consultant shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action or demands whatsoever

against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

2. Notwithstanding the foregoing, the Consultant has no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall pay or reimburse the City for its reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation to the extent caused by the negligence, recklessness, or willful misconduct of Consultant or its employees, officers, officials, agents or independent contractors. However, the Consultant shall provide its immediate and active cooperation and assistance to the City, at no additional cost to the City, in analyzing, defending, and resolving such claims.

B. Claims for Other Liability. For all liabilities other than those included within paragraph A. above, Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the performance of this Agreement by Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

C. Claims involving intellectual property. In addition to the obligations set forth in (A) and (B) above, Consultant shall indemnify, defend, and hold the City, its elected and appointed officers, employees, and volunteers, harmless from and against any Claim in which a violation of intellectual property rights, including but not limited to copyright or patent rights, is alleged that arises out of, pertains to, or relates to Consultant's negligence, recklessness or willful misconduct under this Agreement. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

**12. INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 12A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino, Attention: City Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and authorized to do insurance business in the State of California. Endorsements naming the City as additional insured in relation to the commercial general liability and commercial automobile liability policies shall be submitted with the insurance certificates.

**A. COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

|                  |  |
|------------------|--|
| Bodily Injury:   | \$500,000<br>each occurrence<br>\$1,000,000<br>aggregate - all other |
| Property Damage: | \$100,000 each occurrence<br>\$250,000 aggregate                     |

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Commercial automotive liability coverage in the following minimum limits:



Bodily Injury: \$500,000 each occurrence  
Property Damage: \$100,000 each occurrence

or

Combined Single Limit: \$500,000 each accident

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per claim and in the aggregate.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide commercial general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing commercial general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any worker's compensation and professional liability insurance, required by this Agreement. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

13. **CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

14. **PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

15. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names are included in this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**16. PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

**17. OWNERSHIP OF WORK:**

A. Any interest (including copyright interests) of Consultant and its subconsultants in each and every study, document, report, draft, memoranda, work product, map, record, plan, drawing, specification and other deliverable, in any medium prepared or created by Consultant or its subconsultants pursuant to or in connection with this Agreement, shall be the exclusive property of City. To the extent permitted by Title 17 of U.S. Code, all work product prepared or created under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of City. In the event that it is ever determined that any works prepared or created by Consultant or any subconsultant under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to City all copyrights to such works when and as created. With Owner's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities and in its promotional materials. With respect to Consultant's standard details, Consultant may retain the copyright, but grants to City a perpetual non-exclusive license to use such details in connection with the Project.

B. Without limiting any other City right to any of the works prepared or created by Consultant or its subconsultants, all works may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Any City reuse of works shall be subject to California Business and Professions Code Sections 5536.25, 6735, 6735.3 or 6735.4, if and to the extent applicable. Any City reuse of works for any purpose other than those in B(1) through B(3) above, and any modifications to any of the works, shall be at City's sole risk and expense.

D. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

E. All written work required to be provided by this Agreement (other than large-scale architectural plans and similar items) shall be printed on recycled paper and shall be copied on both sides of the paper except for one original, which shall be single sided.

F. No work, information or other data given to or prepared created or assembled by Consultant or any of its subconsultants pursuant to this Agreement, shall be made available to any individual or organization by Consultant or any subconsultant without prior approval by City.

G. Electronic and hard copies of Consultant's work product shall constitute the Project deliverables. Plans shall be in CAD and PDF formats, and other documents shall be in Microsoft Word and PDF formats.

**18. RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

**19. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Cupertino

10300 Torre Ave.

Cupertino CA 95014

Attention: \_\_\_\_\_

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within the time specified after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

In the event of termination, Consultant shall deliver to City, copies of all reports, documents, and other work performed by Consultant under this Agreement.

**21. COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another

jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara, State of California.

**23. ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

**24. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

**26. GIFTS:**

A. Consultant is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in City Administrative Procedures.

B. Consultant agrees not to offer any City officer or designated employee any gift prohibited by the Administrative Procedures.

C. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Consultant. In addition to any other remedies, City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 19 of this Agreement.

**27. INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is

not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

**28. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

P.O. No.: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

**CONSULTANT**

**CITY OF CUPERTINO**

A Municipal Corporation

[Name of Consultant]

By \_\_\_\_\_

By \_\_\_\_\_

XXX, Director of [Dept.]

Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

APPROVED AS TO FORM:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Carol Korade, City Attorney

ATTEST:

\_\_\_\_\_

Grace Schmidt, City Clerk

Contract Amount: \_\_\_\_\_

Account No. : \_\_\_\_\_



## APPENDIX B

### LIST OF AVAILABLE RESOURCES

The following resources are available to assist the consultant team:

- City of Cupertino General Plan, known as Community Vision 2040 – specially note the Recreation, Parks and Community Services element
- City of Cupertino Five Year Capital Improvement Program, 2015 – 2019
- City of Cupertino Bicycle Transportation Plan 2011 and 2015 Update
- City of Cupertino Bicycle Map
- South Vallco Connectivity Plan, December 2014
- ADA Self Evaluation Transition Plan, April 2015
- City of Cupertino Standard Details
- City of Cupertino Dept. of Recreation and Community Services, Quarterly Brochures – events, classes, programs, activities
- Stevens Creek Corridor Master Plan and Restoration Plan – Initial Study/Mitigated Negative Declaration, 2006
- Stevens Creek Corridor Master Plan, in prep, 2015
- McClellan Ranch Master Plan, 1991
- McClellan Ranch Master Plan Update, 2012
- Plans, San Tomas Aquino –Saratoga Creek Trail Reach 5, 2002
- Record Drawings, Stevens Creek Corridor Phase 1A Creek Restoration, 2009
- Record Drawings, Stevens Creek Corridor Phase 1B Park & Trail Improvements, 2009
- Record Drawings, Stevens Creek Corridor Park & Restoration Phase 2, 2014
- Plans (bid set), Environmental Education Center and Blacksmith Shop Renovation, 2014
- Stevens Creek Trail Feasibility Report, City of Cupertino & County of Santa Clara, 2002

- Four Cities Coordinated Stevens Creek Trail Feasibility Study, Draft, Cities of Sunnyvale, Cupertino, Los Altos, Mountain View and Santa Clara Valley Water District; March 2015
- San Tomas Aquino/Saratoga Creek Trail Master Plan, County of Santa Clara, 2001
- Union Pacific Rail Trail Feasibility Study, Cities of Cupertino, Saratoga, Campbell, and Los Gatos; County of Santa Clara; Valley Transportation Authority; October 2001
- Storm sewer system, GIS-based schematic information, & construction plans on request [note, city does not own nor operate the water system nor sanitary sewer system, nor electrical, phone or telecom]